

February 23, 2021 Council Meeting

The regular meeting of the Council of the City of Martinsville, Virginia was held on February 23, 2021 in Council Chambers, Municipal Building, at 7:00 PM with Mayor Kathy Lawson presiding. Other Council Members present included Danny Turner, Jennifer Bowles, Tammy Pearson and Chad Martin. Staff present included City Manager Leon Towarnicki, Assistant City Manager/City Attorney Eric Monday, Clerk of Council Karen Roberts, Utilities Director Durwin Joyce, and Deputy Police Chief Rob Fincher.

Mayor Lawson called the meeting to order and advised Council would go into Closed Session beginning at 6:15 PM. In accordance with section 2.1-344 (A) Code of Virginia (1950, and as amended) and upon a motion by Council Member Turner, seconded by Vice Mayor Bowles with the following 4-0 recorded vote: Vice Mayor Bowles, aye; Council Member Pearson, aye; Council Member Turner, aye; and Mayor Lawson, aye. Council Member Martin was not in attendance for the vote but joined Closed Session later. Council convened in Closed Session to discuss the following matters: (A) Consultation with legal counsel and briefings by staff members, attorneys or consultants pertaining to actual or probable litigation, or other specific legal matters requiring the provision of legal advice by such counsel, as authorized by Subsection 7. At the conclusion of Closed Session, each returning member of Council certified that (1) only public business matters exempt from open meeting requirements were discussed in said Closed Session; and (2) only those business matters identified in the motion convening the Closed Session were heard, discussed, or considered during the meeting. A motion was made by Council Member Turner; seconded by Vice Mayor Bowles, with the following 5-0 recorded vote in favor to return to Open Session: Mayor Lawson, aye; Council Member Martin, aye; Vice Mayor Bowles, aye; Council Member Turner, aye; and Council Member Pearson, aye.

Following the Pledge to the American Flag and invocation by Mayor Lawson, Lawson welcomed everyone to the meeting. Lawson explained that the meeting would follow COVID guidelines, allowing limited attendance and recognizing social distancing recommendations.

Approve minutes from the February 9, 2021 Council Meetings – Vice Mayor Bowles made a motion to approve the minutes as presented. Council Member Martin seconded the motion with all Council Members voting in favor.

Recognize City Employees who are eligible for Service Awards for the period January 1 – March 31, 2021 – City Manager Towarnicki recognized City employees who had achieved service milestones.

**SERVICE AWARD RECIPIENTS
FIRST QUARTER - FISCAL YEAR 20-21
FOR THE PERIOD OF JANUARY 1 – MARCH 31, 2021**

NAME		DEPARTMENT	YEARS OF SERVICE
RICHARD	PENN	ELECTRIC DEPT.	5
LC	JONES	POLICE DEPT.	5
EDWIN	CLARK	POLICE DEPT.	5
JAMES	FORTNER	POLICE DEPT.	5
CHRISTOPHER	BELL	POLICE DEPT.	10
SHEILA	CLARK	TREASURER	25
JIMMY	ASHWORTH	FIRE DEPT.	25
RODNEY	HOWELL	FIRE DEPT.	25
CORETHA	GRAVELY	POLICE DEPT.	30

Hear an update from Greg Preston with Piedmont Community Services regarding ongoing operations – Greg Preston, Shannon Clark and Sharon Buckman with Piedmont Community Services presented a PowerPoint detailing the organization’s mission, locations around Martinsville and Henry County, types of services provided including mental health and substance abuse, and additional organizational data. Clark described PCS housing locations and how many residents those locations serve. Preston described a new location at the former National Business College building where they plan to open a recovery center. Preston said the expected completion for the recovery center should be about 12 months. Buckman touched on treatment available through PCS for those suffering from mental illness and/or substance abuse disorders. PCS offers school-based services and a new Pathways program to support residents with a history of substance abuse. Online information services are offered every Thursday with a variety of topics. Preston thanked City Manager Towarnicki who is an excellent partner and a wealth of knowledge.

 <p>Piedmont Community Services</p> <p>Promoting Compassionate Solutions</p>	<p style="text-align: center;">Our Mission</p> <p>The help individuals, families and the community enhance their quality of life by providing a highly effective continuum of behavioral health service, including prevention, treatment, education and support within available resources.</p>
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Our Locations (Martinsville/Henry Co.)

- Clay Street Clinical & Administration
- Horizons Psychosocial Rehab.
- Early Childhood Programs
- School-Based Case Management
- Community Recovery Program
- Program for Assertive Community Treatment (PACT)
- Church Street Square Apartments
- Recovery Center (Planned)
- Rich Acres Apartments
- Intermediate Care Facility (ICF)
- Cottage Place Group Home
- Passage Group Home
- The Landing
- Serenity Cottage
- Independence Drive Group Home
- Charity House Group Home

Types of Services we Provide

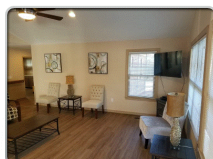
Mental Health and Substance Use

- Same Day Access
- Outpatient Clinical Services
- Case Management Services
- Psychiatric Medical Services
- Psychosocial Rehabilitation Services
- Crisis Stabilization Services
- Crisis & Emergency Pre-screenings
- Residential Services

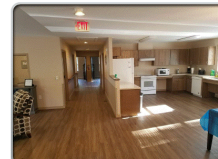
Intellectual & Developmental Disability

- Case Management Services
- Community-Based Waiver Services
- Day Health & Rehabilitation Services
- Intermediate Care Facility
- Residential Group Homes
- In-Home Services

Developmental Disability Group Home Independence Drive Completed September 2019



Developmental Disability Group Home Charity Home/Tank Street Completed January 2020



Church Street Square Fire

- Occurred June 30, 2018
- 33 unit apartment complex
- \$2,023,859 in damages
- Completion Jan. 23, 2020



PCS Recovery Center 905 S. Memorial Blvd. Purchased November, 2020



Pathways Staff

FREE Online Information Sessions Every Thursday at 3:00pm

Weekly online information sessions to discuss topics like:

- Signs and Symptoms of depression in your teen or adolescent
- I'm the adult but I'm struggling
- How to help with isolation
- Grief coping skills
- Substance Use of a family member
- Practicing self care
- When to seek help
- Where is help available?
- Relationship between the Internet, social media and depression
- Keeping your mind and body active
- Many more



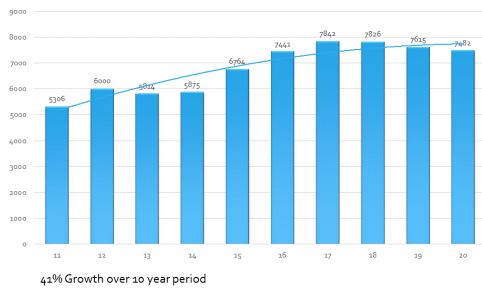
Who: Open to the Public
When: Every Thursday, 3:00 pm

Where: Online

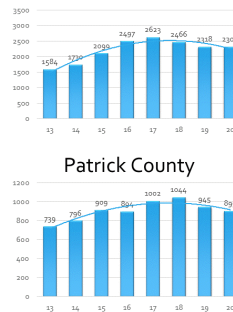
How to participate: **Zoom**
Meeting ID: 976 727 1562
Passcode: 001035
Call In: 1-646-558-8656

Cost: FREE

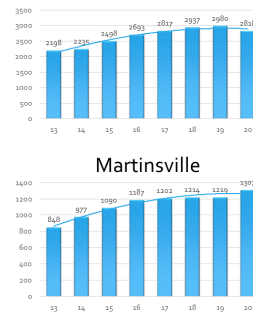
Unduplicated 10 Year Comparison



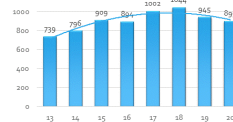
Franklin County



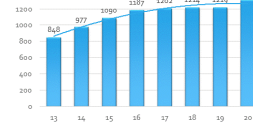
Henry County



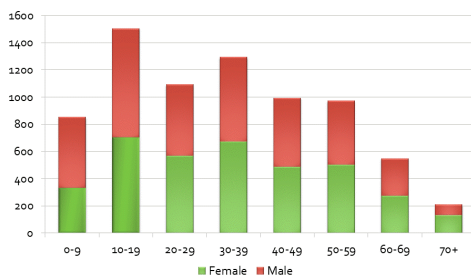
Patrick County



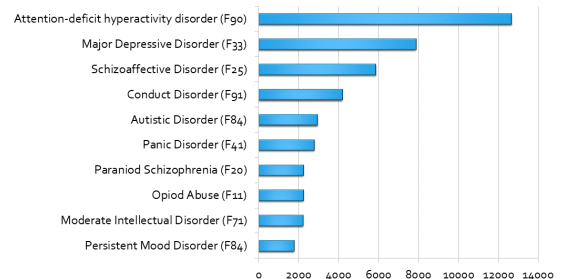
Martinsville



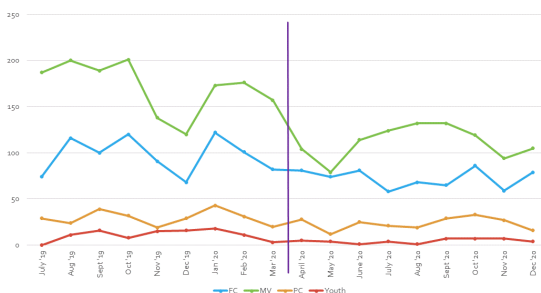
Consumers by Age



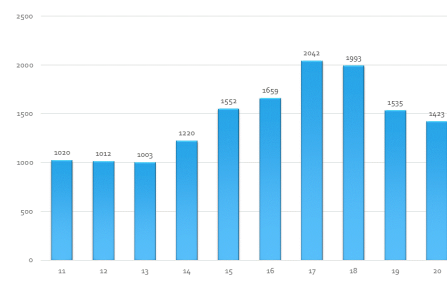
Top 10 Billable Diagnosis Codes



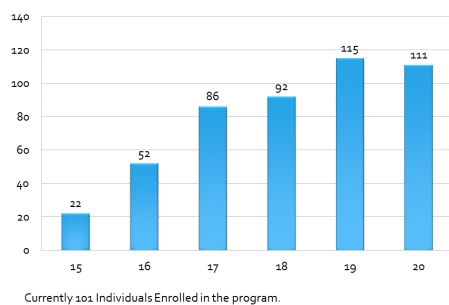
4,683 Same Day Access Visits



Emergency Pre-Screenings



PACT Individuals Served



Hear an update on FY21 Electric operations – Electric Department Director Durwin Joyce shared a PowerPoint with Council that included data for FY21 through December 2020 with wholesale power data, revenue and expenditures, current projects, the impact of COVID and CARES funding on delinquent accounts, Joyce touched on how COVID impacted a Citywide power outage and a list of staff with important contact information. Joyce shared that May 8-9 will be a scheduled power outage by AEP in the early morning hours. Joyce explained that the

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 department must prioritize during wide-spread power outages but there is more to getting the power turned back on for all locations, there are other hurdles that must be tackled once the main line is restored.

City of Martinsville Electric FY21 Update

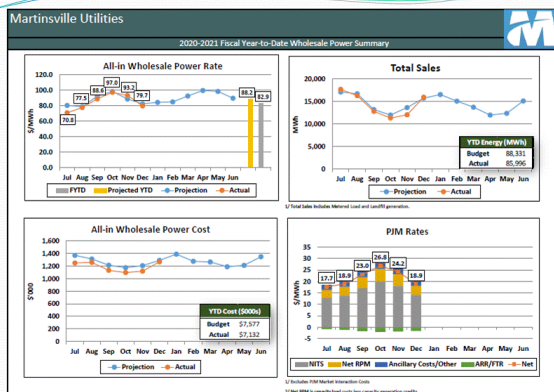
Martinsville City Council Presentation
 February, 23, 2021
 Durwin Joyce, Electric Department Director

1

Electric Summary FY 21*

- Total Power = 85,996 MWh
 - Projected Needs = 88,331 MWh
 - Average cost of purchased power= \$82.93
 - Projected Costs = \$88.23
 - October MWh – 11,176/20.84 kw
 - July MWh – 17,510/34.14 kw
- * Through December 2020

2



Revenue/Expenditures

Total Revenue = \$9,749,779

Total Expense = \$8,435,132

Net Revenue = \$1,314,647*

4

Projects



5

- Pole Maintenance
- Storm Damage Repairs
- Aaron Street Substation
- Underground Feeders
- Sectionlizers
- Battery & Solar Projects

6

Pole Maintenance



7

Storm Damage



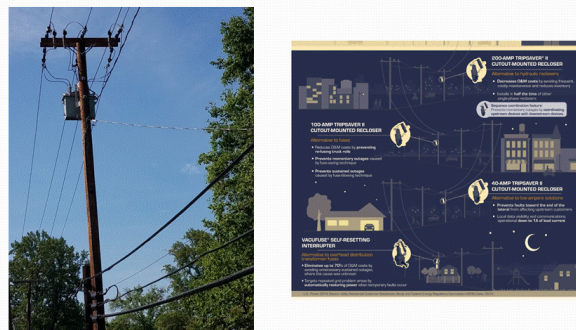
8

Aaron St. Sub



9

Sectionlizer Pilot



10

Covid 19 Impacts Citywide Outage

- Arrears, 30 days or more - \$167,037 – 461 accounts
- CARES Payments - \$193,840
- Outage Date – May 8,9, 2021 12am-4am
- Alternate Date – May 15,16
- Due to AEP substation upgrades

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Staff

- Durwin Joyce, Electric Department Director
276-403-5293, djoyce@ci.martinsville.va.us
- Daniel Morrison, Superintendent of Operations
276-403-5215, dmorrison@ci.martinsville.va.us
- Caitlin Westmoreland, Administrative Assistant
276-403-5183, cwestmoreland@ci.martinsville.va.us
- Utility Billing, 276-403-5146
utilitybilling@ci.martinsville.va.us

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Consider action as Martinsville Redevelopment and Housing Authority to approve the BB&T building Contract of Sale and Development Agreement – Vice Mayor Bowles made a motion to recess as City Council and convene as the Martinsville Redevelopment and Housing Authority; Council Member Martin seconded the motion with all Council Members voting in favor. City Attorney Monday summarized how the City took ownership of the BB&T building and what the City's plan was for that building. The original plan for development has fallen through but the City has a second option proposal for a mixed-use commercial development

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for the property. Monday highlighted the details of the new agreement. The building offers one of the most spectacular views of the City so they felt it was important to offer an amenity on the roof for access by the tenants and hopefully the public in the future. If at the end of the 36-month period the redevelopment is unsuccessful, there is a claw-back provision where the City can take back the property along with any improvements for the original purchase price. Housing Authority Vice Chair Bowles made a motion to approve the Contract of Sale and the Development Agreement and authorize the Executive Director to execute all documents related to the project; Housing Authority Member Martin seconded the motion with all Authority Members voting in favor. Housing Authority Member Pearson made a motion to recess as the Martinsville Redevelopment and Housing Authority and reconvene as City Council; Housing Authority Vice Chair Bowles seconded that motion with all Authority Members voting in favor.

CONTRACT OF SALE

THIS CONTRACT OF SALE ("Contract"), made this ____ day of 2021, ("Effective Date"), between **THE CITY OF MARTINSVILLE REDEVELOPMENT AND HOUSING AUTHORITY**, a political subdivision of the Commonwealth of Virginia ("Seller"), and _____, a Virginia _____ ("Buyer") and/or its assigns.

WITNESSETH, that Seller hereby agrees to bargain, sell, and convey to Buyer, and the Buyer hereby agrees to purchase from the Seller the following properties (the "Property"), to wit:

Property Address: 1 Ellsworth Street, Martinsville, VA 24112
Tax Map No.: 33(03)C/06; 33(03)M/01; 33(03)M/02; 33(03)M/03;
33(03)M/03A; 33(03)M/23; 33(03)M/25; 33(03)M/26;
33(03)M/27; 33(03)M/28
Property Description: The BB&T Building
Parking Lot Address: _____, Martinsville, VA 24112
Parcel ID: 000618500; 000618200; 000618000; 000785900;
000218400; 000021800; 000618100; 000617900;
000618400
Parking Lot Description:

The purchase price of the Property shall be for the sum of TWENTY-FIVE THOUSAND DOLLARS and 00/100 cents (\$25,000.00). A deposit in the amount of Ten Thousand and 00/100 Dollars (\$10,000) shall be placed in escrow with a mutually agreed-upon escrow agent upon execution of this Contract. Purchase shall include any personal property remaining on the Property at closing and transfer of title.

The Buyer shall have one (1) year from the Contract execution date (as extended as provided herein) (the "Contract Execution Date") to perform necessary due diligence (the "Due Diligence Period"), to determine that the Property is suitable for Buyer's intended use, and to secure such capital investment or other financing in such amounts and on such terms as Buyer in its sole discretion deems necessary to effect said use. The Contract Execution Date shall be extended and the Due Diligence Period shall not begin until both Buyer and Seller have approved, ratified and executed this Contract and both Buyer and the City of Martinsville have approved, ratified and executed the Development Agreement set forth in Exhibit "B" attached hereto and incorporated herein (the "Development Agreement"). The Due Diligence Period may be further extended for an additional ninety (90) days by agreement of the parties; and the consent of the Seller to any such extension shall not be unreasonably withheld. The results of said Due Diligence Period are to be satisfactory to Buyer at the Buyer's sole discretion; otherwise, the Deposit shall be refunded in full.

During the Due Diligence Period, Buyer, its agents, employees, representatives and contractors, at Buyer's sole cost and expense, may perform such tests, inspections and

examinations of the Property as Buyer deems advisable, including without limitation investigations with regard to title, physical condition, environmental matters, matters of survey, flood plain, utilities availability, zoning and building code and other applicable governmental requirements, financing requirements, and development requirements. Buyer shall not damage or alter the Property while conducting its inspections, tests and studies. Seller shall grant Buyer, its agents or assigns free access to the Property for such purposes.

Buyer shall not be obligated to close under this Contract until Buyer has secured such capital investment and/or other financing in such amounts and on such terms as Buyer in its sole discretion deems necessary for Buyer's intended rehabilitation and use of the Property, and Buyer has received approvals acceptable to Buyer from both the Virginia Department of Historic Resources and the National Park Service with respect to the "Part 1 and Part 2" historic rehabilitation tax credit applications Buyer will submit with respect to the Property.

Settlement shall be at a location selected by the Buyer, on or before 12:00 p.m. on the 180th day after the completion of the Due Diligence Period or any extension thereof.

Seller Obligations:

1. Seller shall recommend ratification by the City of Martinsville, and will use its best efforts to affirmatively assist Buyer in obtaining ratification by the City of Martinsville, of the Development Agreement in the form set forth in Exhibit "B" attached hereto and incorporated herein or in any other form approved by Buyer. Buyer and Seller agree that neither this Contract nor the Development Agreement will be considered fully-executed nor enforceable until the Development Agreement has been executed by both Buyer and the City of Martinsville.
2. Within ten (10) business days of the execution of this Contract, Seller will provide Buyer with copies of any and all reasonable Property due diligence items requested by the Buyer. These include, but are not limited to, surveys and plats of the Property, historic photos and plans, any building plans, any environmental studies or written communications with the EPA or DEQ or any other governmental agency, any Phase 1 and/or 2 environmental reports, the title commitment or policy for the Property, and any physical inspections reports or warranties such as roof and HVAC.
3. Within ten (10) business days of the execution of this Contract, Seller will provide Buyer all keys, codes, or other security devices in its possession, if any, used in connection with the access of the Property, and shall provide Buyer with access to the Property. Buyer shall indemnify and hold harmless Seller, the City of Martinsville, and their principals, employees, agents and assigns, from any and all claims, including litigation costs and attorneys' fees, resulting from injury or loss to Buyer, its employees, agents, contractors, or assigns, which in any way arise from their access to the Property, or their acts or omissions while on the Property.
4. Seller shall provide, at its cost and expense, an American Land Title Association ("ALTA") and topographic survey within the first 30 days of the Due Diligence

- Period for the Property, or as soon thereafter as is practicable, and assign the survey files (digital ".dwg" files and hard-copy) with all rights associated with the same and title search information to the Buyer.
5. Within thirty days (30) days of the execution of this Contract, Seller will provide to Buyer, at Seller's cost and expense, a current Phase 1 ESA report of the Property dated within thirty (30) days of the execution date of this Contract, which report must also include a lead and asbestos survey of the Property (the "Current Phase 1 Report").
 6. Remediation of environmental hazards including asbestos, tanks, drums and flaking and loose lead paint pursuant to the recommendations (if any) contained in the Current Phase 1 Report, which remediation shall be undertaken by Buyer; Seller shall have no responsibility for such remediation. To the extent permissible under law, Seller shall assign to Buyer the execution and proceeds of any grant and grant monies received with respect to the Property from any third party. If assignment of such grant monies is not permissible, Seller shall use all proceeds of any grant and grant monies received with respect to the Property to pay the costs of such remediation.
 7. Seller agrees that if requested by Buyer it will be an applicant or co-applicant, as described in the Development Agreement, on any project grant applications, historic tax credit applications, or any other incentive application, and will coordinate and cooperate with Buyer to the extent necessary to accomplish the same.
 8. Upon request of Buyer, within ninety days (90) days of the execution of this Contract, Seller shall cause the Property to be rezoned to a zoning classification approved by the Buyer, at no expense to the Buyer.
 9. Seller shall pay the fees and expenses of its legal counsel.
 10. Seller shall continue to maintain in full force and effect such casualty and liability insurance on or with respect to the Property as it maintains in the ordinary course of business, it being understood and agreed that all risk of loss with respect to the Property, except as may be caused by the acts or omissions of Buyer or its employees, agents, or contractors, shall remain with Seller through Closing. In the event that prior to the Closing Date, the Improvements on the Property are materially damaged, destroyed, or rendered unusable by fire, casualty, or other cause, then Seller may, at its option, terminate this Contract and the Deposit shall be refunded to Buyer. If Seller does not terminate this Contract, then the parties shall proceed with the transaction contemplated herein, in which event Buyer shall be entitled to receive, as applicable, insurance proceeds so long as they are applied toward Project expenses, including any soft costs the Buyer has incurred.
 11. Seller shall use good faith efforts to obtain all approvals, votes, and ordinances that are required under applicable law for the sale of municipal property, including those set forth in Virginia Code Sections 15.2-1800 et seq. and 15.2-2100 et seq. and shall also seek all approvals the extend the current [Uptown Martinsville] historic district to include the Property.

Buyer Obligations:

1. Buyer shall act as the applicant for "Part 1 and Part 2" historic rehabilitation tax credit applications to both the Virginia Department of Historic Resources and the National Park Service. Seller shall cooperate and provide any relevant information in its possession to complete and submit those applications. Buyer shall pay for the fees associated with those applications. Should the project not proceed, the intellectual property contained within those documents will remain the property of Buyer.
2. The Buyer shall perform necessary due diligence to determine that Property is suitable for Buyer's intended use.
3. Closing of the Buyer's acquisition (if any) construction financing and the real estate transaction will occur simultaneously.
4. Buyer shall pay all fees and expenses of Buyer's legal counsel to the extent not paid prior to Closing.
5. Buyer shall provide reasonably detailed status reports in writing to Seller every ninety (90) days during the period prior to Closing. Such reports shall generally describe Buyer's due diligence inspections and results as well as Buyer's efforts to obtain financing.

Buyer may, with prior notice to Seller, assign this contract at its sole and absolute discretion to an entity created and controlled by Buyer to construct the Project.

Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that each engaged no real estate broker, salesperson or other intermediary to assist in the transfer of the Property from Seller to Buyer. Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any claim arising out of a breach of the representations and warranties in this Section. The representations, warranties, and indemnification obligations set forth in this Section shall survive Closing and/or the termination of this Contract.

BUYER ACCEPTS THAT THE PROPERTY WILL CONVEY IN "AS IS, WHERE IS" CONDITION WITH ALL FAULTS, OTHER THAN THE ENVIRONMENTAL CONSIDERATIONS HEREIN AND THE REPRESENTATIONS AND WARRANTIES OF SELLER HEREIN, AND THAT SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO THE PROPERTY OR ANY PORTION, ASPECT, OR COMPONENT THEREOF, AND EXPRESSLY DISCLAIMS THE SAME. LIKEWISE, SELLER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, WITH RESPECT TO ANY THIRD PARTY DOCUMENTS, REPORTS, OR MATERIALS PROVIDED OR MADE AVAILABLE TO BUYER BY SELLER OR ITS AGENTS, OR THE ACCURACY OF THE INFORMATION CONTAINED THEREIN, AND EXPRESSLY DISCLAIMS THE SAME. THE FOREGOING DISCLAIMERS OF THIRD PARTY MATERIALS INCLUDE, BUT ARE NOT LIMITED TO, THIRD PARTY MATERIALS ADDRESSING MATTERS OF TITLE, SURVEY, PHYSICAL CONDITION

(INCLUDING WITHOUT LIMITATION ENVIRONMENTAL CONDITION OR PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES), ZONING, TAX STATUS OR CONSEQUENCES, FITNESS FOR A PARTICULAR PURPOSE OR USE, COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS, ACCESS TO THE PROPERTY, AND AVAILABILITY OF UTILITIES.

Buyer may terminate this Contract by giving Seller written notice of termination at any time prior to the expiration of the Due Diligence Period or any extension thereof, if the results of such inspections are not satisfactory to Buyer, as foreshadowed. Buyer will commence such inspections forthwith upon the Contract Execution Date. If Buyer fails to give Seller such written notice of termination before the expiration of the Due Diligence Period, then, and in such event, the Buyer shall be deemed to have accepted the results of such inspections and shall proceed to closing in accordance with the terms of the Contract. The Buyer may reserve the right to proceed to settlement sooner than the expiration of the Due Diligence Period provided the inspections are complete.

In the event that this Contract is terminated before the settlement, neither Buyer nor Seller shall have any obligation to the other, and each party shall then be responsible for its own expenses, including, but not limited to, legal fees and expenses incurred in connection herewith. Seller shall pay for preparation of the Deed for the Property, which shall be a Special Warranty Deed, and shall pay any grantor's taxes and all recording costs that are imposed thereon. Seller will accept and comply with the terms of said sale as herein set forth, provided the title is marketable.

This sale is made subject to restrictions, covenants, agreements, and easements of record as of the Effective Date. Seller states that there are no outstanding lease or license agreements affecting all or any portion of the Property as of the Effective Date with the exception of an antennae lease on the roof, a copy of which has been provided to the Buyer. Seller acknowledges and agrees Seller shall terminate such antennae lease agreements at or prior to closing upon a sale of the property to Buyer. Seller will not enter into any license, lease or other agreement or encumbrance affecting all or any portion of the Property without Buyer's prior written approval.

This sale is conditioned upon the improvements on the Property being in substantially the same condition on the date of settlement as the same are in on the Effective Date of this Contract. Risk of loss or damage to the Property shall be the responsibility of the Seller until final settlement is made, except that the Buyer shall have the right, at its sole discretion, to terminate this Contract at any time before settlement if the Property is substantially and/or materially damaged by an act of god or otherwise. If said casualty occurs, the Seller shall notify the Buyer by certified mail within ten (10) days of said occurrence, and refund the Deposit to the Buyer along with reimbursement for all due diligence and soft costs the Buyer has incurred, after which each party shall have no further actions against one another is any court of competent jurisdiction for any and all fees, fines, penalties, liability, or expenses of or related to zoning this Property. Actual possession is subject to rights of tenants, if any, under existing leases. All rents, taxes, and other proratable items shall be prorated as of the settlement date.

In the event that Buyer is delayed or hindered in or prevented from closing on the acquisition of the Property under this Contract, by reason of labor difficulties, inability to procure materials, restrictive governmental laws or regulations, insurrection, war, acts of God, acts of terrorism, factors related to COVID-19, including without limitation, contractor availability, governmental shutdowns or reduced availability, increased safety or health protocols, unavailability of materials, moratoria or other reason of like nature, then Buyer may extend the Closing Date with written notice to Seller for up to 180 days upon delivery of written notice to Seller on or prior to the then-scheduled closing date. Upon the expiration of the 180 day extension period, if Closing has not occurred as result of the force majeure event, Buyer may at its option declare this Agreement null and void and in such event the Deposit shall be returned to Buyer and there shall be no further liability on the part of either party to the other except as expressly provided in this Contract. For purposes of this provision, a "moratoria" means any statute, regulation, ordinance, legislation, order, judgment, ruling or decree of any governmental authority or of any court enacted, adopted, issued, entered or pending which would (i) have a material adverse effect on the value of the Property or the tenants of the Property, (ii) prohibit the transaction contemplated hereby, or (iii) have a material adverse effect on Buyer's ability to operate and manage the Property.

This Contract is a Virginia contract, subject to interpretation and enforcement under the laws of the Commonwealth of Virginia. Any cause of action brought for such interpretation and enforcement shall be venue in the Circuit Court of the City of Martinsville, Virginia, and each party shall bear its own costs and attorney's fees incurred therein. This Contract represents the final understanding between Buyer and Seller with respect to the transaction described herein, there being no representations or agreements made by seller or Buyer, except those contained in this Contract and its addendums. In addition, this Contract constitutes the entire understanding among the parties, and shall be deemed to supersede all prior written or verbal communications among the parties. This Contract may not be modified or terminated, unless in writing signed by the Buyer and Seller.

The representations, warranties, and indemnities of Buyer and Seller under this Contract shall survive settlement and delivery of the Deed or the termination of this Contract for any reason.

This Contract and the provisions hereof shall be binding upon and shall inure to the benefit of the Seller and Buyer and its respective heirs, executors, administrators, personal representatives, successors, and assigns. The terms, provisions, and conditions of this Contract shall, where appropriate or the context requires, survive settlement hereunder.

WITNESS the following signatures and seals as of the date first above written:

SELLER:

**MARTINSVILLE REDEVELOPMENT
AND HOUSING AUTHORITY**

DATE

COMMONWEALTH OF VIRGINIA,
City of Martinsville, to-wit:

I, _____, Notary Public for the Commonwealth of Virginia do hereby certify that Leon Towarnicki, Director, who has the authority to sign on behalf of the Seller, MARTINSVILLE REDEVELOPMENT AND HOUSING AUTHORITY, whose name is signed the foregoing document dated the _____ day of _____, 2020, has acknowledged the same before me in my jurisdiction aforesaid.

Notary Public

My commission expires: _____

BUYER:

DATE

COMMONWEALTH OF VIRGINIA,
City/County of _____, to-wit:

I, _____, Notary Public for the Commonwealth of Virginia do hereby certify that NAME, Manager, DEVELOPER, who has the authority to sign on behalf of the Buyer, whose name is signed to the foregoing document dated the _____ day of _____, 2020 has acknowledged the same before me in my jurisdiction aforesaid.

Notary Public

My commission expires: _____

EXHIBIT "A" TO PURCHASE CONTRACT

Legal Description of Property

All that certain lot or parcel of land, together with any improvements thereon, situated at 1 Ellsworth Street on the South side of Church Street, lying and being in the City of Martinsville, Virginia, and more particularly described as follows:

Parcel I: ALL that certain lot, piece or parcel of land lying in the City of Martinsville, Virginia, where the South line of Church Street forms an intersection with the East line of Ellsworth Street and being more particularly described as follows, to-wit:

Item I: BEGINNING at a point on the Southerly side of Church Street where same intersects the East line of Ellsworth Street and running from said beginning point and with the East line of Ellsworth Street, S 14° 03' W 276.07 feet to the Northerly line of a 20 foot alley; thence with the Northerly line of said alley, S 75° 57' E 120 feet to point marking the dividing line between the property herein conveyed and the property of Gertrude W. English and the J. L. English Estate; thence with said last mentioned dividing line, N 14° 01' E 274.17 feet to the Southerly line of Church Street; thence with the same, N 75° 02' W 120 feet to the point of beginning.

Item II: ALL that certain lot or parcel of real estate situated at a point on the East side of Ellsworth Street, which point of beginning is 296.07 feet from where the East line of Ellsworth Street intersects the South line of Church Street, which point of beginning is also where the East line of Ellsworth Street is intersected by the South line of a 20 foot alley and running from said beginning point and with the line of said alley, S 75° 57' E 205.20 feet to a point; thence S 8° 53' W 59.24 feet to the dividing line between the property herein conveyed and the Joe McMillon property; thence with said last mentioned dividing line, N 77° 34' W 205.41 feet to the East line of Ellsworth Street, and thence with the same, N 9° 27' E 65 feet to the point of beginning.

Item III: Also conveyed herein are any reversionary rights in the 20 foot alley leading from Ellsworth Street in an Easterly direction and which lies between Items I and II herein above described. It is the intent to convey all the right, title and interest in and to any property or rights to property owned at the designated location above and as shown on a record plat of the J. J. Spencer Estate as surveyed by W. C. Brown, C.L.S., December 7, 1954, and which is of record in the City of Martinsville Circuit Court Clerk's Office in Map Book 4, page 20.

AND BEING those same tracts or parcels of land conveyed to Piedmont Investment Corporation of Martinsville, Virginia, from Mary Holt S. Whittle, et als, by deed dated January 3, 1955, of record in the Martinsville Circuit Court Clerk's Office in Deed Book 38, page 179.

LESS AND EXCEPT that strip or parcel of land for the street widening conveyed to the City of Martinsville, a Virginia municipal corporation, by deed dated July 12, 1973, recorded July 19, 1973, in the Clerk's Office, Circuit Court, City of Martinsville, Virginia,

in Deed Book 110, page 671.

Parcel II: Item I: ALL of the hereinafter described realty together with all improvements thereon and appurtenances thereunto appertaining, which realty is situated in Martinsville City, Virginia described by metes and bounds from map of same styled, "Record Plat for Piedmont Consumer Corporation", made by Gustin et al, January 20, 1965, recorded in the Clerk's Office, Circuit Court, City of Martinsville, Virginia, and described from said map as follows:

BEGINNING at an iron stake in the Southern margin of East Church Street, which stake is S 75° 06' 40" E 176 feet from an iron stake at the Northwest corner of the lot of Piedmont Investment Corporation, located at the intersection of the Eastern margin of Ellsworth Street and the Southern margin of Church Street, said stake being also located at the point of intersection of the dividing line between the lot of Tomford, Inc. and the realty hereby conveyed, thence with the Southern margin of East Church Street S 75° 06' 40" E 106 feet to an iron stake in the 12 foot joint alley between the property of the G. A. Brown Estate and the C. B. Keesee Trust; thence off and with the last mentioned dividing line S 11° 15' 30" W 275.16 feet to an iron stake in said dividing line; thence continuing S 10° 13' 00" W 20.10 feet to an iron stake; thence N 74° 03' 17" W 89.25 feet to an iron stake in the Southern margin of a 20 foot alley; thence off and with the East line of said alley N 6° 55' 39" E 20.15 feet to an iron stake at the Southeast corner of the lot of Tomford, Inc.; thence with the dividing line between the lot of Tomford, Inc., and that of the G. A. Brown Estate, N 2° 10' E 39.85 feet to an iron stake in said dividing line, thence continuing with said dividing line N 8° 58' 33" E 235.42 feet to an iron stake in the Southern margin of East Church Street, the point of beginning.

LESS AND EXCEPT that piece or parcel of land conveyed to Tomford, Inc., a Virginia corporation, by deed of exchange, dated March 20, 1965, recorded May 27, 1965 in the Clerk's Office, Circuit Court, City of Martinsville, Virginia, in Deed Book 80, page 165. SUBJECT TO an easement for ingress and egress purposes as contained in instrument recorded in the aforesaid Clerk's Office in Deed Book 2, page 125. TOGETHER WITH a perpetual easement of ingress and egress extending from the rear of the above parcel in a western direction to Ellsworth Street.

Item II: THE following described property:

BEGINNING at a point on the South margin of Church Street, said point being located S 75° 06' 40" E 120 feet from the intersection of the South margin of Church Street with the East margin of Ellsworth Street, thence from said point of beginning and with Church Street S 75° 06' 40" E 56 feet to a point marking the dividing line between the property of Tomford, Inc., and G. A. Brown Estate; thence with said dividing line S 8° 58' 33" W 235.42 feet to a point; thence S 2° 10' W 39.85 feet to an iron on the Northeast corner of a 20 foot alley; thence with said alley N 75° 57' W 85 feet to a point marking the dividing line between the property of Tomford, Inc., and the property of Piedmont Investment Corporation; thence with said dividing line N 14° 02' 49" E 274.31 feet to the point of beginning.

AND BEING those same tracts or parcels of land conveyed to Piedmont Consumer Corporation from Tomford, Inc., by deed dated March 20, 1965, of record in the Martinsville Circuit Court Clerk's Office in Deed Book 80, page 165.

Item III: ALL that certain lot or parcel of real estate situated on the South side of Church Street, in the City of Martinsville, Virginia and

BEGINNING at a point which is S 75° 06' 40" E 120 feet from a point marking the intersection of the South margin of Church Street with the East margin of Ellsworth Street; thence running with the South margin of Church Street, S 75° 06' 40" E 97 feet to a point; thence off from the South margin of Church Street, S 11° 15' 30" W 294.03 feet to a point; thence N 74° 03' 17" W 24.16 feet to a point; thence N 6° 55' 36" E 20.15 feet to a point; thence N 75° 57' W 85 feet to a point; thence N 14° 02' 49" E 274.31 feet to the South margin of Church Street and the point of beginning, as shown on map of The Piedmont Consumer Corporation property prepared by J. A. Gustin & Associates on February 18, 1971.

SUBJECT TO that certain Deed of Easement and Agreement between Piedmont Investment Corporation, Piedmont Consumer Corporation, Tomford, Inc., and The School Board of the City of Martinsville, Virginia, dated March 20, 1965 and recorded in Deed Book 80, page 170.

AND BEING that same tract or parcel of land conveyed to Piedmont Investment Corporation from Piedmont Consumer Corporation, by deed dated September 7, 1971, of record in the Martinsville Circuit Court Clerk's Office in Deed Book 104, page 737.

Parcel III: Item I: ALL the parcel of land hereinafter described situated on the east side of Ellsworth Street in the City of Martinsville, Virginia, together with improvements thereon located and bounded and described as follows:

BEGINNING at a point in the dividing property line between the lot herein conveyed and a lot owned by Piedmont Consumer Corporation (formerly owned by English) said point also being 5.00 feet in an eastern direction along the said dividing line from the present east right-of-way line of Ellsworth Street; thence leaving said beginning point parallel with and 5.00 feet east of said right-of-way line 50 feet to a point in the dividing line between the herein conveyed lot and a lot owned by G. B. Atkins, said point also being 5.00 feet in an eastern direction along said dividing line from the present east right-of-way line of Ellsworth Street; thence with said dividing line in an eastern direction 200 feet more or less to a lot owned by the City School Board (formerly the Dudley property); thence with that line in a northern direction 50 feet to the common rear corner of the lot herein conveyed and the corner of the aforesaid lot owned by Piedmont Consumer Corporation; thence with that line N 77° W 200 feet more or less to the point of beginning, and containing approximately 10,000 square feet of land. There is hereby expressly reserved a strip of land six feet wide and located on the south side of the lot above described, which together with a strip six feet wide and reserved from the G. B. Atkins lot shall be used as a joint twelve foot alleyway for the benefit of Piedmont Consumer Corporation and for the benefit of G. B. Atkins, or his heirs or assigns.

AND BEING that same tract or parcel of land conveyed to Piedmont Consumer Corporation from the City of Martinsville, Virginia, by deed dated November 10, 1967, of record in the Martinsville Circuit Court Clerk's Office in Deed Book 92, page 289.

It is expressly understood that the City of Martinsville, Virginia retain a strip of land 5.00 feet wide, parallel with and adjacent to the present east right-of-way line of Ellsworth Street, and located between the dividing property line of the property above conveyed and property belonging to Piedmont Consumer Corporation to the dividing line between the above conveyed property and property owned by G. B. Atkins. The said strip of land is for the express purpose of increasing the right of way of Ellsworth Street for future improvements thereon.

Item II: Parcel One: ALL that certain lot or parcel of land lying and being on the east side of Ellsworth Street, in the City of Martinsville, Virginia, and described as follows:

BEGINNING at a point in the dividing property line between the lot herein conveyed and a lot now or formerly owned by William D. Stultz, et ux (formerly the Norman lot) said point also being 5.00 feet in an easterly direction along the said dividing line from the present east right-of-way line of Ellsworth Street; thence leaving said beginning point in a northern direction parallel with and 5.00 feet east of said right-of-way line 50 feet to a point in the dividing line between the herein conveyed lot and a lot now or formerly owned by Mary Harris Adkins, et als (formerly the Ella H. Compton lot) said point being 5.00 feet in an eastern direction along said dividing line from the present east right-of-way line of Ellsworth Street; thence with said dividing line in an eastern direction 200 feet more or less to the lot now or formerly owned by the City School Board (formerly the Dudley Property); thence with that line in a southern direction 50 feet to the common rear corner of the lot herein conveyed and the corner of the aforesaid Stultz lot (formerly the Norman lot); thence with that line N 77° W 200 feet more or less to the point of beginning, and containing approximately 10,000 square feet of land.

LESS AND EXCEPT the following parcels of land reserved by the City of Martinsville, Virginia, in the deeds recorded in Deed Book 93, page 306 and in Deed Book 113, page 857: (1) a strip of land six feet wide and located on the north side of the lot above described, which together with a strip six feet wide and reserved from the Mary Harris Adkins, et als, conveyance (formerly the Ella H. Compton lot) shall be used as a joint twelve foot alleyway for the benefit of the City of Martinsville, Virginia, and for the benefit of Mary Harris Adkins, et als and their heirs or assigns, and (2) a strip of land 5.00 feet wide, parallel with and adjacent to the present east right-of-way line of Ellsworth Street, and located between the dividing property line of the property above conveyed and property now or formerly belonging to William D. Stultz, et ux (formerly the Norman lot) to the dividing line between the above conveyed property and property now or formerly owned by Mary Harris Adkins, et als (formerly the Compton lot), said strip is for the express purpose of increasing the right-of-way of Ellsworth Street for future improvements thereon.

TOGETHER WITH all that certain lot or parcel of land lying and being in the City of Martinsville, Virginia, and being as shown on a map showing the existing east right-of-way line and also the proposed east right-of-way line of Ellsworth Street as prepared by the City of Martinsville's Engineering Division dated June 3, 1974, and being described as follows:

BEGINNING at a point in the dividing property line between the lot herein conveyed and a lot now or formerly owned by William D. Stultz, et ux, said point also being on the existing east right-of-way line, thence leaving said beginning point and with the existing east right-of-way line in a northern direction fifty (50) feet to a point in the dividing line

between the lot herein conveyed and a lot now or formerly owned by Mary Harris Adkins, et als, thence in a western direction two (2) feet along the dividing property line to a point, thence along a new line being the proposed east right-of-way line fifty (50) feet to a point, thence in an eastern direction two (2) feet to the point of beginning and containing approximately one hundred (100) square feet of land.

THE above described property being the eastern two (2) feet of the five (5) foot wide strip retained by the City of Martinsville when the land was deeded to The First National Bank of Martinsville and Henry County from the City of Martinsville, Virginia, by deed dated November 10, 1967 and of record in Deed Book 93, page 306 in the City of Martinsville Circuit Court Clerk's Office.

Parcel Two: ALL that certain lot or parcel of land, with appurtenances thereunto appertaining, situated on the East side of Ellsworth Street in the City of Martinsville, Virginia, and being more particularly bounded and described as follows, to-wit:

BEGINNING at an iron spike set in pavement in the East margin of Ellsworth Street at the southwest corner of the lot now or formerly owned by Piedmont Consumer Corporation; thence with its line, S 78° 57' 55" E 205.68 feet to an iron in the rear line of a tier of lots; thence with said rear line, S 9° 34' W 50 feet to an iron at the northeast corner of the lot now or formerly owned by Mary Harris Adkins, et als; thence with their line partially with a fence, N 78° 57' 55" W 205.38 feet to an iron rod in the East margin of Ellsworth Street; thence with the East margin of Ellsworth Street, N 9° 27' East 50 feet to the point of beginning, all as shown on Plat of Survey for The First National Bank of Martinsville and Henry County, prepared April 24, 1974, by J. A. Gustin & Associates, C.E., which map is recorded in the Clerk's Office, Circuit Court, City of Martinsville, Virginia, in Map Book 12, page 167, to which map reference is hereby made for a more particular description of the property hereby conveyed.

Reference is also had to a deed wherein the 12-foot joint alley formerly existed on the northern side of the property herein conveyed was closed which is recorded in the Clerk's Office, Circuit Court, City of Martinsville, Virginia, in Deed Book 92, page 292.

LESS AND EXCEPT the following parcel of land conveyed by The First National Bank of Martinsville and Henry County to the City of Martinsville, Virginia, a municipal corporation, by deed of exchange dated June 26, 1974, and recorded on July 9, 1974, in the Clerk's Office, Circuit Court, City of Martinsville, Virginia, in Deed Book 113, page 857:

ALL that parcel of land lying and being in the City of Martinsville, Virginia, and being as shown on a map showing the existing east right-of-way line and also the proposed east right-of-way line of Ellsworth Street as prepared by the City of Martinsville's Engineering Division dated June 3, 1974 and being more particularly described as follows:

BEGINNING at a point in the existing east right-of-way line of Ellsworth Street and being on the dividing property line between the lot herein conveyed and a lot now or formerly owned by Mary Harris Adkins, et als; thence three (3) feet in an eastern direction along the dividing line to a point; thence along the proposed east right-of-way, said line being parallel with and three (3) feet east of the existing east right-of-way line fifty (50) feet to a point in the dividing line between the lot herein conveyed and the lot now or formerly owned by Piedmont Consumer Corporation, thence in a western direction three (3) feet to the existing

east right-of-way line; thence along the existing right-of-way line in a southern direction fifty (50) feet to the point of beginning and containing approximately one hundred fifty square feet of land.

AND BEING those same tracts or parcels of land conveyed to Piedmont Trust Bank from Crestar Bank, by deed dated March 30, 1994, of record in the Martinsville Circuit Court Clerk's Office in Deed Book 223, page 201.

Parcel IV: A certain lot or parcel of land lying on the East side of Ellsworth Street in the City of Martinsville, Virginia, bounded and described as follows, to-wit:

BEGINNING at a stake on the East side of the new street referred to in deed from L. S. Thomas and others to Mary A. Thomas 65 feet from the southwest corner of the lot sold by T. G. Burch to J. H. Spencer; thence off S 74° 45' E 200 feet to a stake; thence S 12° 30' W 60 feet to a stake; thence N 76° W 200 feet to a stake on said new street; and with the same N 12° 30' E 65 feet to the beginning.

AND BEING that same tract or parcel of land conveyed to Piedmont Consumer Corporation from Joseph B. McMillon's Heirs, by deed dated December 7, 1965, of record in the Martinsville Circuit Court Clerk's Office in Deed Book 82, page 846.

EXHIBIT "B" TO PURCHASE CONTRACT

Development Agreement

THIS DEVELOPMENT AGREEMENT, (the "Agreement") made as of the day of _____, 2021 (the "Effective Date") between the CITY OF MARTINSVILLE, a municipality in the Commonwealth of Virginia, ("City") and _____, a Virginia _____ ("Developer") and/or its assigns.

RECITALS:

- The Martinsville Redevelopment and Housing Authority ("MRHA") has acquired for redevelopment certain real property and improvements located thereon situated at 1 Ellsworth Street, Martinsville, Virginia 24112, currently known as the BB&T Building (the "Site").
- MRHA desires to redevelop the Site for residential and commercial uses (referred to herein as the "Project") and wishes that Developer serve as the developer for the project.
- As a condition of its proposal to redevelop the Site, Developer desires that the City provide certain services or other deliverables as described in this Agreement.
- The City desires to provide the services and other deliverables described in this Agreement to facilitate the redevelopment of the Site by Developer.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the City and Developer agree as follows:

ARTICLE I Developer Obligations

- Developer shall redevelop the Site in accordance with the provisions of this Agreement (the "Project"). The Virginia Department of Historic Resources and the National Park Service approvals of the "Part 1 and Part 2" historic rehabilitation tax credit applications with respect to the Site and the Secretary of the Interior' Standards for Rehabilitation.
- Within sixty (60) days after purchasing the Site, Developer shall commence construction of the Project. Developer shall complete the Project within thirty-six (36) months after commencement of construction. All costs of every kind and description associated with the Project shall be borne by Developer, except those costs to be waived or paid for by the City as more particularly described herein. In constructing the Project, Developer shall comply with all applicable laws, codes, and regulations.

3. Developer shall develop the Site as a mixed-used commercial and residential building, as follows:

- commercially rented office or retail, totaling approximately _____ square feet on the main/first floor. At least one retail space open to the general public shall be installed on the main/first floor.
- no fewer than 50 one- and two-bedroom apartment units, totaling approximately _____ square feet on the second through fifth floors. Developer may install units of more than two bedrooms at its sole and exclusive discretion.
- common area and amenity space (for residents only) totaling approximately _____ square feet in such areas the building as Developer determines.
- Developer shall install on the roof a space for use as an amenity by residential tenants of the Site, and for use as an event space, with a catering kitchen and restroom, which shall be available for daytime rental by the general public. The City shall be provided with a minimum of six days each year for the use of this facility; such use shall be requested by the City upon 90 days advance notice, and shall be free of any charge.
- Developer shall undertake all reasonable efforts to determine the viability of a commercial food and beverage service located on the roof and open to the general public, and shall share such information with the City. Developer agrees to the potential future installation of such a facility in the event it is proven to be economically viable and not detrimental to the security, or use and enjoyment of the Site, by residential tenants of the Site.
- Any substantial deviation from the requirements of this Section 3 shall be jointly approved by the parties.

4. Developer shall be responsible for marketing and leasing the residential and commercial units at the Site.

Developer shall continue to lease space for two telecommunications towers on the roof of the Site, in existence at the execution of this Agreement, to the City and its successors and assigns, said lease shall be free of charge, shall be perpetual, and the City shall have the right to sublease space on the two towers to any third party. The City shall be given unrestricted access to the roof for construction, maintenance and replacement of any such towers.

ARTICLE II City Obligations

- In addition to the foregoing, the City agrees to provide the following in conjunction with the redevelopment and Construction of the Site by Developer:
- The City will assist Developer in seeking incentive capital from the Virginia Main Street Program comprising feasibility analysis funds, downtown improvement

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funds or CDBG funds, if such funds are available.

- The City agrees to act as a conduit for any additional funds that may be available to the project, such as those from the Industrial Revitalization Fund, but that must be procured by a not-for-profit entity or municipality. This may be accomplished via a City-related entity such as an economic development and/or redevelopment authority.
- As the Site is located within the local Enterprise Zone, the City will waive or rebate any and all city-issued fees related to the project, including, but not limited to, all building permits, sign permits and utility connection fees, trade permit fees, plan review fees, application fees, rezoning fees, convenience or tap fees, etc.
- The City will ensure that all necessary utilities sufficient for the proposed redevelopment use of the Site - including water, sewer, storm water, telecommunications, and electric - are extended to the property line of the Site. The City agrees to assist Developer with regards to placing equipment, making connections, etc.
- The City will provide any necessary sidewalk improvements, including any to allow ADA access over those existing or proposed sidewalks. ADA accessibility into the Site itself shall remain the sole responsibility of Developer.
- The City will provide any necessary curb or gutter improvements.
- The City will provide any necessary streetlight improvements, should they be required.
- If the Site needs to be rezoned, the City will initiate a change of that zoning within the first 30 days of this Agreement to accommodate the proposed development and approve such zoning in 90 days.
- All water service and sewer taps, including those for operation of the sprinkler, are considered to be complete, operational and serviceable (generally "grandfathered"). No new taps shall be required of the Developer, nor new vaults, meters or any other piece of infrastructure or equipment. If at any time before a CO is granted on the building the project come under the purview or control of a water authority, or should the local applicable Water Authority or municipality, reviewing official or the Developer's civil engineer determine any of the existing infrastructure to be obsolete, or required in any way to be upgraded, or if any fee shall be imposed, these costs and fees shall be paid by the City. This includes, but is not limited to, tap fees, connection fees, convenience fees, taxes, vaults, flow meters, service meters, sewer flow meters, door fees, etc. Water shall also be billed as it is used in occupied space, and not on any minimum billing "floor", or minimum amount per unit.

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11. Within 30 days of this signed Agreement, the City shall provide pressure and flow readings at the hydrants in proximity to the building and ensure that both are adequate for the developer's end goals of providing adequate water pressure and flow to fourth floor fire sprinklers.

12. All of the preceding obligations of the City as described in this Article II with respect to the Project shall be provided to Developer free of cost unless otherwise noted.

ARTICLE III Failure to Perform

If Developer does not develop the property within the 36 months set forth herein, or any mutually agreed upon extensions, the City shall have the right to terminate this Development Agreement and acquire the property and any improvements thereto at the Developer's cost of acquisition as set forth in the Contract of Sale. This right of reacquisition shall be subordinated to any security interests recorded against the Site by any entities providing capital investment, loan or other financing for the Project.

ARTICLE IV Confidentiality

The parties to this Agreement shall hold in confidence all information contained in the Agreement or related in any way to the development or marketing of the Site, including without limitation, any information related to the rental rate of units or incentive packages offered to prospective lessees.

ARTICLE V Liens

Developer shall bear all liability for or obligation as result of any material, materialmen's, or similar lien, which arises in connection with the Project arising from the failure of Developer to remit to the party claiming such lien moneys paid to Developer which were earmarked or otherwise allocated for disbursement to the party claiming such lien. In the event that any party hereto receives actual notice of any such lien, the party receiving such notice shall give the other parties prompt notice of such lien.

ARTICLE VI Force Majeure

In the event that any party to this Agreement (the "Delayed Party") is delayed or prevented from performing any of its respective obligations under this Agreement by reason of governmental order strikes, lockouts, labor problems, inability to procure materials, contractors, professionals, inability to obtain utilities or failure of utilities, laws or other governmental requirements, riots, war, factors related to COVID-19 (including without limitation, contractor availability, governmental shutdowns or reduced availability, increased safety or health protocols, unavailability of materials, or other

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moratoria), or other cause not brought about by the Delayed Party, and not related to any financial liability on the part of the Delayed Party, the time for performance of the obligation shall be extended by a period of time equal to the period of such delay or prevention. [If the period of delay as a result of the force majeure event exceeds 180 days, Developer may at its option declare this Agreement null and void and there shall be no further liability on the part of either party to the other except as expressly provided in the Agreement.] For purposes of this provision, a "moratoria" means any statute, regulation, ordinance, legislation, order, judgment, ruling or decree of any governmental authority or of any court enacted, adopted, issued, entered or pending which would (i) have a material adverse effect on the value of the Site or the tenants of the Site, (ii) prohibit the transaction contemplated hereby, or (iii) have a material adverse effect on Developer's ability to operate and manage the Site.

ARTICLE VII Disclaimer of Liability

No warranties or representations have been made by the City concerning the Project, including without limitation intended, the economic, legal, or physical feasibility of Project, or the suitability of the Site, or the merchantability, fitness or suitability of the completed Project. The City hereby disclaims any implied warranty or representation concerning the Project, including without limitation intended, those aspects described in the immediately preceding sentence.

ARTICLE VIII Notices

Any notice, demand, request, approval, consent, or other communication (collectively referred to as a Notice) concerning this Agreement or any matter arising in connection with this Agreement shall be in writing and addressed to the other party at the address set forth below. Any Notice shall be given by either: (i) personal delivery, in which event it shall be deemed given on the date of delivery; or (ii) certified mail return receipt requested, in which event it shall be deemed given three (3) business days after the date deposited in any post office, branch post office, or official depository. Any party may change any address for the delivery of Notice to such party, by giving Notice in accordance with the provisions of this Section. The attorneys for the parties may give any Notice.

ARTICLE IX Miscellaneous

- The rights and obligations of the parties under this Agreement shall inure to the benefit of and be binding upon the parties hereto and all persons who succeed to their respective rights and obligations. The parties may seek injunctive relief to compel the performance of any provision herein.
- This Agreement cannot be changed nor can any provision of this Agreement, or any right or remedy of any party, be waived orally. Changes and waivers can only

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<p>be made in writing and the change or waiver must be signed by both parties. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.</p> <p>3. This Agreement is signed by the parties as a final expression of all of the terms, covenants, and conditions of their agreement and as a complete and exclusive statement of its terms, covenants, and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.</p> <p>4. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.</p> <p>5. The captions contained in this Agreement were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this Agreement or the intentions of the parties.</p> <p>6. Whenever masculine, feminine, neuter, singular, plural, conjunctive, or disjunctive terms are used in this Agreement, they shall be construed to read in whatever form is appropriate to make this Agreement applicable to all the parties and all circumstances, except where the context of this Agreement clearly dictates otherwise.</p> <p>7. This Agreement was prepared, negotiated, and delivered in the Commonwealth of Virginia. In the event of any dispute concerning or arising out of this Agreement, the laws of the Commonwealth of Virginia shall govern and control the construction and enforcement of this Agreement. Any cause of action brought for such interpretation and enforcement shall be venued in the Circuit Court of the City of Martinsville, Virginia, and each party shall bear its own costs and attorney's fees incurred therein.</p> <hr/> <p>Page 19 of 20</p>	<p>IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth in the first paragraph of this Agreement.</p> <p>CITY OF MARTINSVILLE</p> <p>By: _____</p> <p>Its: _____</p> <p>DEVELOPER NAME</p> <p>By: _____</p> <p>Its: _____</p> <hr/> <p>Page 20 of 20</p>
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Business from the Floor – Jane Martin emailed Council Member Turner with concerns about residents who do not have access to the COVID vaccinations, referring to the statistics listed in the Martinsville Bulletin. Martin questioned why younger residents are being given vaccines before the elderly. Mayor Lawson explained that anyone who has received COVID vaccinations are being reported by SOVAH Health and those numbers are being reported to a different district, it depends on where the shot is being given and may not be the district that the shots were actually administered. Lawson explained that she has received numerous calls asking for an explanation of who gets called for a vaccine and how do they know if they are even on the list. Vice Mayor Bowles wishes the information was better shared with the community. Lawson explained that residents want to know how distributors choose who is contacted for immunizations. Council Member Martin said that residents should register on the VDH site since several local names were lost when the local list was merged with the state list.

Comments by City Council – Council Member Turner offered condolences to Mr. Wright who was 1 of 6 recognized on V-Day this year. Council Member Martin shared details about a Food Investment Act Fund for residents who want to invest in co-ops, grocery stores, food trucks, etc., he encourages them to contact the organization regarding available grants. Vice Mayor Bowles said that Martin did a great job hosting a recent community event and creating great dialog. Bowles shared that Saint Paul High Street Church will offer a community drive-thru on Saturday with free meals. Bowles wished her God-daughter a happy 11th birthday. Mayor

February 23, 2021 Council Meeting

Lawson thanked the electric department for their work on the recent power outage. She is thankful that the city started a pro-active tree cutting program years ago which has been beneficial in limiting outages. Lawson confirmed that the City utility bills are not estimated; the usage is transmitted electronically and based on kilowatt usage. Lawson wished Pearson luck in her recovery for a detached retina.

Comments by the City Manager – City Manager Towarnicki reminded Council that March 9 will be the second Pine Hall Road public hearing at 6:00pm at Albert Harris Elementary School cafeteria. Council will recess from that public hearing then return to regular council meeting at City Hall, or could simply remain at Albert Harris and finish the meeting. Towarnicki offered condolences to the family of Paul Roop, a former electric department supervisor who passed away recently

There being no further business, Vice Mayor Bowles made a motion to adjourn the meeting; the motion was seconded by Council Member Pearson with all Council Members voting in favor. The meeting adjourned at 8:30pm.

Karen Roberts
Clerk of Council

Kathy Lawson
Mayor